

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuse Integrated Sports Marketing, LLC		12/31/2003	LTD LIAB JT ST CO:
RECEIVING PARTY DATA			
Name:	FUSE LLC		
Street Address:	431 Pine Street		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	LTD LIAB JT ST CO:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2244175	FUSE	
CORRESPONDENCE DATA			
Fax Number:	(802)862-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Peter Kunin		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Peter Kunin		
Signature:	/Peter Kunin/		
Date:	05/13/2005		

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REEL: 003082 FRAME: 0844

**Total Attachments: 6**

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STATE OF VERMONT  
OFFICE OF SECRETARY OF STATE

*Certificate of Merger*

*I, Deborah L. Markowitz, Secretary of State of the State of Vermont, do hereby certify that the  
merger of*

**FUSE INTEGRATED SPORTS MARKETING, LLC**

*a Connecticut domestic company*

*into*

**FUSE LLC**

*a Vermont domestic company*

*was filed in this office effective on December 31, 2003*

*The name of the surviving corporation is*

**FUSE LLC**

*December 24, 2003*

*Given under my hand and the seal  
of the State of Vermont, at  
Montpelier, the State Capital*



*Deborah L. Markowitz  
Secretary of State*



TRADEMARK

REEL: 003082 FRAME: 0846

ARTICLES OF MERGER

OF

Fuse Integrated Sports Marketing, LLC,  
A Connecticut Limited Liability Company

INTO

FUSE LLC,  
A Vermont Limited Liability Company

VERMONT  
SECRETARY OF STATE  
2003 DEC 24 PM 1:02

Each of the constituent limited liability companies hereby certifies that:

(1) The name and state of organization of each of the constituent limited liability companies are:

(a) Fuse Integrated Sports Marketing, LLC, a Connecticut limited liability company ("Fuse Connecticut") which filed its Articles of Organization with the Connecticut Secretary of State on August 11, 1995 and for its Certificate of Authority with the Vermont Secretary of State on September 24, 1997; and

(b) FUSE LLC ("Fuse Vermont"), a Vermont limited liability company which filed its Articles of Organization with the Vermont Secretary of State on December \_\_, 2003.

(2) The name of the surviving entity is: "FUSE LLC", a Vermont limited liability company located at 431 Pine Street, Burlington, Vermont 05401.

(3) The effective date of the Merger is December 31, 2003.

(4) An agreement of merger has been approved, adopted, certified, executed and acknowledged by Fuse Connecticut and Fuse Vermont in accordance with the provisions of § 3124 of Chapter 21 of Title 11 of the Vermont Statutes Annotated.

(5) The executed agreement of merger is on file at the principal place of business of Fuse Vermont at 431 Pine Street, Burlington, Vermont 05401.

(6) A copy of the agreement of merger will be furnished by Fuse Vermont, on request and without cost, to any person holding an interest in Fuse Connecticut and/or Fuse Vermont.

FUSE INTEGRATED SPORTS  
MARKETING, LLC, a Connecticut  
limited liability company

FUSE LLC,  
a Vermont limited  
liability company

By its Manager,

By its Manager,

By: William Carter  
Title: Manager

By: William Carter  
Title: Manager

**AGREEMENT OF MERGER  
OF**

**Fuse Integrated Sports Marketing, LLC,  
A Connecticut Limited Liability Company**

**WITH AND INTO**

**FUSE LLC,  
A Vermont Limited Liability Company**

THIS AGREEMENT OF MERGER (the "Agreement"), is made and entered into as of the 31<sup>st</sup> day of December, 2003, by and between Fuse Integrated Sports Marketing, LLC, a Connecticut limited liability company (the "Nonsurviving LLC"), and FUSE LLC, a Vermont limited liability company (the "Surviving LLC"), collectively referred to as the "Constituent Limited Liability Companies."

**Preliminary Statement**

A. The Nonsurviving LLC is a limited liability company organized and existing under the laws of the State of Connecticut, having two members

B. The Surviving LLC is a limited liability company organized and existing under the laws of the State of Vermont, having two members.

C. The respective members of the Constituent Limited Liability Companies have determined that it is advisable and in the best interests of each limited liability company and their members that the Nonsurviving LLC be merged into the Surviving LLC (the "Merger") under and pursuant to the provisions of Chapter 21 of Title 11, Vt. Statutes Annotated, and under and pursuant to the applicable provisions of Chapter 613 of Title 34 of the General Statutes of the State of Connecticut, all upon the terms and conditions set forth in this Agreement.

D. The Members of the Surviving LLC and the Members of the Nonsurviving LLC are the only members of the Constituent Limited Liability Companies entitled to vote upon the approval of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreements and provisions herein contained, the Constituent Limited Liability Companies, in accordance with the provisions of Chapter 21 of Title 11, Vt. Statutes Annotated, and under and pursuant to the applicable provisions of Chapter 613 of Title 34 of the General Statutes of the State of Connecticut, do hereby agree that the Nonsurviving LLC shall be, on the Effective Date of this Agreement (as defined in Section 1.3 hereof), merged into the Surviving LLC which shall be the surviving limited liability company, and that the terms and conditions of the Merger, shall be as follows:

## ARTICLE I

### Merger

1.1. Merger. On the Effective Date (as hereinafter defined), the Nonsurviving LLC shall be merged into the Surviving LLC, and the Surviving LLC shall merge the Nonsurviving LLC into itself. The Surviving LLC shall be the company surviving the Merger and shall continue for all purposes after the Merger.

1.2. Articles of Merger. Upon the approval of this Agreement by the affirmative vote of all members holding membership interests in the Surviving LLC and the Nonsurviving LLC, a Articles of Merger shall be executed on behalf of the Constituent Limited Liability Companies and delivered to the Connecticut Secretary of State and the Vermont Secretary of State, respectively, for filing in accordance with the provisions of Chapter 21 of Title 11, Vt. Statutes Annotated, and under and pursuant to the applicable provisions of Chapter 613 of Title 34 of the General Statutes of the State of Connecticut.

1.3. Effective Date. The Merger shall be effective as of 11:59 p.m., Eastern Time, on December 31, 2003 or the date of filing of Articles of Merger with the Vermont Secretary of State, whichever date is later (the "Effective Date").

## ARTICLE II

### Surviving Limited Liability Company

2.1. Surviving Limited Liability Company. The limited liability company that shall survive the Merger and continue to exist under and be governed by the laws of the State of Vermont is the Surviving LLC.

2.2. Name. As of the Effective Date, the Surviving LLC shall retain the name "FUSE LLC".

2.3. Operating Agreement. The Operating Agreement of the Surviving LLC, as in effect immediately prior to the Effective Date shall be the Operating Agreement of the Surviving LLC upon and after the Effective Date.

## ARTICLE III

### Plan of Merger

3.1. Conversion of Membership Interest. The method of carrying into effect the Merger and the manner and basis of converting the percentage membership interests held in the Nonsurviving LLC into percentage membership interests in the Surviving LLC shall be as described in the attached Exhibit A.

3.2. Surrender of Membership Interests. After the Effective Date, each holder of a membership interest of any class or series of the Nonsurviving LLC, shall be entitled to receive in exchange therefore a membership interest in the Surviving LLC representing the percentage interest in the same class or series and percentage of the membership interests in the Surviving

LLC into and for which the membership interests of the Nonsurviving LLC shall have been converted and exchanged as provided in this Agreement.

## ARTICLE IV

### General

4.1. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with reference to the subject matter hereof.

4.2. Waivers, Amendments and Modifications. Any term or condition of this Agreement may be waived at any time by any party to this Agreement which is or the members of which are, entitled to the benefit thereof, by action taken by the manager(s) of such party, or may be amended or modified in whole or in part at any time prior to the approval of this Agreement by the members of the Constituent Limited Liability Companies by an agreement in writing executed in the same manner as this Agreement after authorization thereof by the managers of the Constituent Limited Liability Companies (provided, however, that such action shall be taken only if, in the opinion of the managers taking such action, such waiver or amendment or modification will not have a materially adverse effect on the benefits intended under this Agreement for the members of such party).

4.3. Binding Effect, Benefits. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.4. Headings. The headings of the articles, sections, subsections, and paragraphs of this Agreement are inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms and provisions hereof.

4.5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Vermont.

4.6. Execution in Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been adopted by all of the Members of each of the Surviving LLC and the Nonsurviving LLC and this Agreement has been signed by a Manager of each of the Surviving LLC and the Nonsurviving LLC, as of the date first above written.

FUSE INTEGRATED SPORTS  
MARKETING, LLC  
By its Manager,

By: William Carter  
Title: Manager

FUSE LLC  
By its Manager,

By: William Carter  
Title: Manager

**Exhibit A**  
**Conversion of Membership Interests**

Each percentage of membership interest held by a member of the Nonsurviving LLC will be converted into an equal percentage interest in the Surviving LLC detailed as follows:

<u>Member</u>	<u>Percentage</u>
William Carter	50%
Brett Smith	50%

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